Bengaluru Development Authority

T.Chowdaiah Raod, Kumara Park , Bengaluru

Email::eeelec.bda@gmail.com; Telephone No:7411914020

Name of the Tender : Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA.

.

Amount Put to Tender 348Lakhs

General Details

Tender Inviting Authority	:	Executive Engineer (Elec), Electrical Division , BDA Bengaluru-560020
Procurement Entity	:	Bengaluru Development Authority
Address	:	Executive Engineer (Elec), Electrical Division, Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020.
Telephone No's	:	8317437834
EmailID	:	eeelec.bda@gmail.com

TENDER FOR THE WORK OF

Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA.

Tender Reference/Bid Enquiry No.	:	**BDA/2025-26/EL/WORK_INDENT93**
Availability of Tender Documents In e-procurement Portal	:	As Detailed in the e-portal
Amount Put To Tender	:	Rs 348.00Lakhs (Exclusive of GST)
EMD/Bid security	:	Rs 3.48 Lakh
Validity of Tender	:	180Days from the Date of Opening of Bids
Completion Period	:	2 months from the date of Work Award the Contract including monsoon period.
Pre–Tender Meeting Venue: Last date and Time for seeking clarifications Last Date and Time for submission of Tenders	: : : :	As Detailed in the e-portal Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020. As Detailed in the e-portal As Detailed in the e-portal
Time and Date of opening of Techno Commercial Bids	:	As Detailed in the e-portal
Online Opening of Techno Commercial Bids in Karnataka Public Procurement Portal.	:	Office of the Executive Engineer (Ele), Electrical Division Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020.
Online Opening of Price (Financial) Bids in	:	As Detailed in the e-portal
Address for Communication Address for Communication	:	Electrical Division Kumara Park west , T. Chowdaiah Road, Bengaluru- 560020. e-mail: eeelec.bda@gmail.com

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SECTION 1
INVITATION FOR TENDERS(IFT)

SECTION 1

INVITATION FOR TENDERS (IFT)

1. The **Executive Engineer(Elec.,), Electrical Division,** Kumara Park west , T. Chowdaiah Road, Bengaluru Development Authority, Bengaluru-560020 iinvites tenders behalf of the commissioner from eligible tenderers, for the works detailed in the Table below. The tenderers shall submit tenders for the works given in the Table. *Two Electronic Tender Document System* as per Rule28 of the KTPP Act shall be followed.

   The Tenderers are required to submit the Tender in Two Parts

   (1) Technical Bid containing the Earnest money deposit and the details of their capability to undertake the tender (as detailed in ITT Clause 3 and 6),which will be opened first and

   (2) Financial Bid containing the price tender which will be opened only if the Tenderer is found to be qualified to execute the tendered works both on Electronic Mode Only

   The Tenderers are advised to note the minimum qualification criteria specified in Clause No. 2 & 3 of the Instructions to Tenderers to qualify forward of the contract.

2. The Bids are invited and to be submitted through e-Procurement Platform only. The Bid Notification, Bidding Documents along with Drawings are available on website with hyperlink 'E Procurement https://kppp.karnataka.gov.in. Tender Documents along with drawings and bidding formats are available 'Free of Cost' to bidders. Bidders need to pay Tender Processing Fee and Earnest Money Deposit through any of the 4 modes of e-Payment as mentioned in Clause No.13 of ITT. Bids not accompanied with requisite Tender Processing Fee and Bid security are liable for rejection.

3. Tenders must be accompanied by Earnest Money Deposit specified for the work in the Table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document and shall have to be valid for **45days** beyond the validity of the tender.

4. Tenders must be electronically submitted Online in e-procurement portal on or before the d date and time as mentioned in the e-Procurement platform & Techno-Commercial Bids will be opened on/after the date and time mentioned in the tender document/e-procurement portal .

5. A Pre-tender meeting will be held on date and time mentioned in the e- procurement portal at the office of the Engineer Member, BDA, Kumara Park west , T. Chowdaiah Road, Bengaluru 560020 to clarify the issues if any, and to answer questions on any matter that may be raised at that stage as stated in ClauseNo.8.2 of 'Instructions to Tenderers' of the tender document.

6. Other details can be seen in the tender documents:

7. The tendering Work name, amount put to tender and EMD Details and stipulated time period for the execution of the work in complete are as fallows:

Sln.	Name of work	Amount Put To Tender (Rs. in lakhs)	Earnest Money Deposit (Rs. in lakhs)	Tender Processing Fee	Period of completion
1	2	3	4	5	6
	Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA. (Indent No-BDA/2025-26/EL/WORK_INDENT94)	348	3.48	As specified In e-portal	4 Months

The interested eligible Bidders may obtain further information from the Office of the Executive Engineer,(Ele) Electrical Division, Bengaluru Development Authority, Bengaluru - 560020. e-mail:eeelec.bda@gmail.com

Executive Engineer(El
ElectricalDivision, BI

SECTIONII: INSTRUCTIONS TO TENDERERS

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A. General

1.0 Scope of Tender:

1.1 The Executive Engineer,(Ele) Electrical Division, Bengaluru Development Authority, Bengaluru - 560020. Invites tenders behalf of the commissioner, following the Two Cover tender procedure from eligible Tenderers, for the works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT).

2. Eligible Tenderers

2.1 The Agency/Bidder Must possess the Super Grade Electrical License for the Valid Period.

3 Qualification of the Tenderer:

3.1 All Tenderers /Bidders shall provide the requested information accurately and in sufficient detail in Section-3: Qualification Information and shall upload all the documents/credentials meeting the Qualifying Requirements as below:

3.2 To qualify for award of this contract, Tenderer in its name should have **the following:.**

a) Achieved in at least two financial years in the last five years i.e. FY 2020-2021 to 2024-25 a minimum financial turnover usually not less than Two times the amount put to Tender Rs 348 Lakhs (i.e Rs 696 Lakhs)

Note:

i. *Updated to the FY in which the tenders are invited. Financial Turnover of previous years shall be given a weight of 10% per year to bring them to the price level of the FY in which the tenders are invited.

b) Satisfactorily completed(at least 50% of the contract value), as prime contractor, at least one similar work such as Construction of RCC 'Structure based' Tray/Drain providing new poles and stringing conductor/ Shifting of HT/LT lines and DTCs and for the value not less than Rs 174 lakhs (usually not less than 50% Amount put To Tender)*

c) Executed in any one year, the following minimum quantities of work

Sln	Item Description	Executed Quantity
1	RCC/PSc Poles	138 Nos
2	Rabbit/Coyote Conductor	9km
3	UG Cable/AB Cable	8.7Km

3.3 Each Tenderer should further demonstrate

(a) Availability by owning/Hiring the following key and critical equipment for this work:

Sln	Item Description	Executed Quantity
1	Hydraulic Crane	1Nos

(b) liquid assets and /or availability of credit facilities of no less than Rs 104.4 Lakhs (Credit lines/ letter of credit/ certificates from banks for meeting the fund requirement etc. (usually the equivalent of the estimated cash flow for three months in the peak construction period)*

3.4 Deleted

3.5 Deleted

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

Assessed available tender capacity = (A*N*1.5 - B)

Where, (N=4 Months)

A = Maximum value of electrical works executed in any one year during the last five years (updated to FY 2025-2026) taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at FY 2025-2026 price level, of existing commitments electrical works and on-going works electrical works to be completed during the next 1 Years (12 months) (Period of Completion in Years to be stipulated).

Note:

i. The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

ii. A self-declaration is to be uploaded by the Bidder stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct".

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have: - made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or - record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or - participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B .Tender Documents

4 . Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

5 Clarification on Tender Documents:

i. A Prospective tenderers requiring any clarification of the tender documents, find any discrepancies or omissions in the Specifications and Document or is in doubt as to the true meaning of any Part may notify/ he shall at once make a request, in writing to the Executive Engineer(Elec)., Electrical Division BDA on or before the date and time as mentioned in the e-Procurement platform for an interpretation/clarification. Interested Bidders may also submit online queries through the e-Procurement platform and need to mention their firm credentials along with online queries. Online queries not supported by firm credentials are liable for **rejection.**

The Owner, then, will issue interpretations and clarifications as he may think fit in writing. After receipt of such interpretations and clarifications the Bidder may submit his Bid but within the time and date as specified in the Invitation for Bid. All such interpretations and clarifications shall form a Part of the Bidding Document and shall accompany the Bidder's Proposal. A prospective Bidder requiring any clarification on Bid Document may notify the Owner in writing. The Owner will respond in writing to any request for such clarifications on the Bidding Document, which, it receives not later than the date indicated in the e- Procurement portal Clarifications/ Amendments/ Corrigendum will be issued through the e-Procurement portal, if found necessary.

Verbal clarifications and information given by the Owner or his Employee(s) or his Representative(s) shall not in any way be binding on the Owner.

6 Amendment of Tender documents:

6.1 At any time prior to the deadline for submission of Bids, the Employer/ Owner may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Document / conditions by issuing addenda/amendment.

6.2 The Amendment/Addendum will be notified in the e-Procurement portal and the same shall be made available against the published tender in the e-Procurement system. Owner will bear no responsibility or liability arising out of non-receipt of the same in time or otherwise.

6.3 To give prospective Tenderers reasonable time in which to take an addendum/Amendment into account in preparing their tenders, the Employer may at its discretion extend the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

6.4 Such Amendments, Addendum, Clarifications etc. shall be binding on Bidders and will be given due consideration by the Bidders while they submit their Bids and invariably upload such Documents as a part of the Bid.

C. Preparation of Tenders

7 Documents comprising the Tender:

7.1 The tender submitted by the Tenderer on e-procurement Portal shall be in electronic document system and shall contain the documents as follows:

7.1.1 First Electronic Document (Technical Bid) :

a. The Bidder shall complete the online Bid Form through e-procurement Portal, Technical Data Requirements sheets etc. provided in the Bidding Documents.
b. The Bidder shall also submit Documentary evidence to establish that the Bidder meets the Qualification Requirements as detailed in Clause 2.0 & 3.0 of Section 2 ITT above.
c. The Tender Processing Fee and Bid Security/EMD shall be in accordance with Clause 13.0 of Section ITT.

d. All other relevant documents specified in the tender documents.

7.1.2 Second Electronic Document (Item wise Financial Bid) **:** Shall be filled in e-procurement portal Only.

7.2 Deleted

7.3 The Bidder shall quote for the entire scope of the proposal covering all aspects of the contract specified under the accompanying Technical Specifications.

7.4 Bids not covering the Total Scope of Works may be treated as incomplete and hence rejected summarily.

7.5 No deviation whatsoever, either in full or in part, the conditions of the bidding documents as specified in the special conditions of contract are permitted by the Owner. Therefore, the Bidders are advised that while making bid proposals and quoting price, these conditions may appropriately be taken into consideration. Bidders are required to upload a certificate in this regard as per the format provided in special conditions of contract in sealed envelope along with other documents.

7.6 The Bidder shall complete all the Schedules & Annexure in the Bid Proposal Sheets, Technical Data Sheets, Financial Bid offer and specified elsewhere. The Qualifying Data shall be filled in the required Schedule of Techno-Commercial sheets. While furnishing Qualifying Data, only the list of executed Works, similar in nature to the tendered Scope of Work, shall be furnished.

7.7 Language of Bid & Measurement:

The Bid prepared by the Bidder and all correspondence and Documents relating to the Bid, exchanged by the Bidder and the Owner, shall be written in the English Language only, provided that any Printed Literature furnished by the Bidder may be written in another language so long as accompanied by an authenticated English translation of its pertinent passages. Failure to comply with this may disqualify a Bid. For purposes of interpretation of the Bid, the English translation shall govern. The Metric System of measurement shall be used exclusively in the Contract.

8 Tender Prices/ Bid Price:

8.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the Item-wise Financial Bid submitted in e-procurement portal by the Tenderer.

8.2 The Tenderer shall fill in rates in Item-wise Financial Bid in e-Procurement Portal, Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Item-wise Financial Bid.

8.3 All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. (Excluding GST: The Unit rate of the items provided in the e-portal are exclusive of GST)

8.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract.

8.5 Taxes and Duties:

Unit Rate/Prices are inclusive of all Taxes but excluding GST ; The Quoted rates of the contractor shall be the Unit Rates inclusive of all Taxes but excluding GST. **(***The Unit rate of the items provided in the e-portal are exclusive of GST)**

9 Tender validity:

9.1 Tenders shall remain valid for a period not less than **One Hundred and Eighty days (180 Days)** after the deadline date for tender submission specified in Clause 16 of ITT. A tender valid

for a shorter period shall be rejected by the Employer as summarily non-responsive.

9.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or e-mail. In such an event the Bid Security provided under Clause 13.0 shall also be extended by the same period as the extension in the validity of the Bid. A Tenderer may refuse the request without becoming liable for forfeiture of his Bid Security (Earnest Money Deposit). A Tenderer agreeing to the request will not be required or permitted to modify his tender.

10 Bid Security (Earnest Money Deposit):

10.1 The Tenderer shall furnish, as part of his tender, Earnest Money Deposit in the amount as shown in column 4 of the Table of IFT for this particular work. Bids shall be accompanied by Bid Security (EMD) for **3.48 Lakhs** as follows;

I. 1) Upto **Rs.1Lakh**

The following modes of payment will be provided as a part of e-Payment services.

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)
- IMPS

For further details regarding mode of e-payment of EMD in e-procurement platform, please contact e-procurement cell, Government of Karnataka.

2) Balance **Rs 2.48 Lakhs** in the form of Bank Guarantee as per Annexure-II Section-4 of the Bid Document issued either by a Nationalized/Scheduled Bank covering 45 days after the Validity Period of the Bid including Period of Extension, if any required by the Owner. The Bidder shall scan the Bank Guarantee towards EMD and upload the same in the prescribed format in the slot specified for "EMD and Tender Fee Payments" in the e-procurement portal to enable the owner for verification of EMD BG at the time of opening of Techno Commercial Bid, failing which the offer will be rejected. Also, the Bidder shall ensure that the Bank Guarantee towards EMD shall be sent in original to the Executive Engineer, Elec., (Electrical Division), BDA, Bengaluru, so as to reach within the last date & time of submission of Bids, in a sealed cover, failing which their bid shall be rejected..

10.2 Instruments having fixed validity issued as Earnest Money Deposit for the tender shall be valid for 45 days beyond the validity of the tender.

10.3 Any tender not accompanied by an acceptable Earnest Money Deposit and not secured as indicated in Sub-Clauses 13.1 & 13.2 above shall be rejected by the Employer as non-responsive.

10.4 The Earnest Money Deposit of unsuccessful Tenderers will be returned within thirty (30) days of the end of Tender validity period specified in sub clause no. 12.1

10.5 The Earnest Money Deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security. No interest shall be payable by the Owner on the above Bid Security.

10.6 The Earnest Money Deposit may be forfeited, besides Blacklisting the firm for a period at the discretion of the Employer:

a) If the Tenderer withdraws/modifies the Tender after tender opening during the period of tender validity;
b) If the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or
c) In the case of a successful Tenderer, if the Tenderer fails within the specified time limit to
   i) Sign the Agreement; or
   ii) Furnish the required Security deposit (Contract Performance Guarantee).

10.7 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture, pursuant to Clause No: 13.6. The Bid Security shall be made payable to the Owner without any condition whatsoever.

10.8 In case the Bid is submitted by a ., the Bid Security shall be in the name of Bidder in case of Individual Participation or Lead Bidder in case of ..

11 Format and Signing of Tender:

11.1 **Format of Bid:**

a) The Tenders are invited through e-Procurement platform only. However hard copy of Bank Guarantee towards Bid Security (EMD) shall be submitted as per clause 13.1.

b) The BG (if any) are to be sealed in a cover and sent to Executive Engineer (Elec)., (Electrical Division), BDA, Bengaluru, so as to reach after last submission date & on or before the date and time of opening of technical bid as indicated in the e-procurement platform.

c) All the documents shall also be uploaded in the appropriate schedules of technical sheets along with scanned copy of Bank Guarantee towards EMD. The Bidder shall also scan the Bank Guarantee towards EMD and upload the same in the prescribed format in the slot specified for "EMD and Tender Fee Payments" in the e-procurement portal to enable the owner for verification of EMD BG at the time of opening of Technical Bid.

d) The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

12 Sealing and Marking of Tenders:

12.1 The Bidder/Tenderer shall submit the Bid Electronically in e-procurement portal before the bid submission date and time published. However, the hard copy of the Bank Guarantee for EMD (if any) shall be submitted in a separate envelope and also the same shall be scanned and uploaded in e-procurement portal failing which their Bid will not be opened.

Note:

a. The Bid Enquiry No. shall be clearly and legibly indicated in the Bank Guarantee.
b. The Bid Enquiry number shall be super scribed on the Sealed envelope.

12.2 The sealed cover shall

a) be addressed to the following address:
Executive Engineer, Electrical Division,
BDA, Bengaluru,
Bengaluru Development Authority.
(address of office for Tender submission), and

b) bear the following identification:

Tender for: Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA..

. Tender Reference No. –(Indent No-BDA/2025-26/EL/WORK_INDENT94)

- DO NOT OPEN BEFORE XX/XX/XXXX- XX:XX hrs [time and date for tender opening as notified in Notification/e-Procurement Portal, as per Clause 19].

12.3 In addition to the identification required in Sub-Clause 15.2, the inner envelopes shall indicate the name and address of the Tenderer to enable the tender to be returned unopened in case it is declared late, pursuant to Clause 17.

12.4 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Tender.

13 Deadline for submission of the Tenders:

13.1 Bid shall be uploaded to the e-procurement portal on or before the last date and time for submission of Bids indicated in Notification/e-procurement portal, failing which bidders cannot submit their bids as the e-Procurement system automatically locks the tender. Failure in uploading the documents in time, due to any reasons is not attributable to BDA.

13.2 The Employer may at his discretion, extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

14 Late Tenders:

14.1 Failure in uploading the documents in time, due to any reasons is not attributable to BDA.

15 Modification and Withdrawal of Tenders:

15.1 Deleted.

15.2 Deleted.

15.3 No tender may be modified after the deadline for submission of Tenders.

15.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the Earnest Money Deposit besides Blacklisting the firm for a period at the discretion of the Employer pursuant to Clause 13.

15.5 Deleted.

E. Tender Opening and Evaluation

16 Opening of Technical Bid (First Cover) of all Tenders and evaluation to determine qualified Tenderers:

16.1 The Technical Bids will be opened on/after the Date and Time for opening of Tenders stipulated or in case any extension has been given thereto, on the extended Tender opening Date and Time notified in the e-procurement portal. The verification of payment of Tender Processing Fee and EMD will be carried out by the Owner in e-procurement portal. No Electronic Recording/ Transmitting Devices will be permitted during Bid opening.

16.2 Deleted.

16.3 Deleted.

16.4 Deleted.

16.5 Deleted.

16.6 The Employer will evaluate to ascertain the Technical Responsiveness of the Bid for the complete Scope of the Proposal, as covered under these Specifications and Documents and determine whether each tender

(a) meets the eligibility criteria defined in ITT Clause 2;

(b) is accompanied by the required Earnest Money Deposit as per stipulations in ITT Clause 13 and

(c) meets the minimum qualification criteria stipulated in ITT Clause 3.

The Employer will draw out a list of qualified Tenderers.

16.7 The Bids are liable to be treated as Non-Responsive if the Offers do not comply with the following:

1. Qualifying Requirements of the Bidder shall be as per Clause 2.0 and 3.0 of ITT.
2. Financial Capability of the Bidder shall be as per Clause 3.0 of ITT.
3. Bid Security/EMD shall have been paid as per Clause 13 of Instruction to Tenderers-ITT.
4. Completion Period shall be as specified in the Bid.
5. Bid shall be submitted for the entire Scope of Package.
6. Bid containing Certificate for Acceptance to Important Conditions as per Clause No. 12 of Special Conditions of Contract- SCC.

17 Opening of Item Wise Financial Bid of qualified Tenderers and Evaluation:

17.1 The Price Bids of those Bidders whose Technical Bids are found Responsive will be opened after completion of Technical Evaluation.

NOTE: Price Bids of Technically Non - Responsive Bidders will not be opened.

17.2 Deleted.

17.3 Deleted.

17.4 Deleted.

18 Process to be confidential:

18.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

19 Clarification of Tenders:

19.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification on already uploaded documents of their Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by e-mail, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24 of ITT.

19.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

19.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

20 Examination of Tenders and determination of responsiveness:

20.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender;

a) has been properly signed; and;

b) is substantially responsive to the requirements of the Tender documents.

c) is complete, whether any computational errors have been made, whether required Sureties have been furnished, whether the Documents have been properly signed, and whether the Bids are generally in Order.

20.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

20.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

21 Correction of errors:

21.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

a) Deleted

b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

21.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited besides Blacklisting the firm for a period at the discretion of the Employer in accordance with Sub-Clause 13.6 (b).

21.3 The Bidder should ensure that the Prices furnished in various Price Schedules are consistent with each other. In case of any inconsistency in the Prices furnished in the specified Price Schedules to be identified in Bid Form, the Owner shall be entitled to consider the lowest Price for the purpose of evaluation and for the purpose of Award of Contract use the lowest of the Prices in these Schedules.
Items for which no rate/price/quantity is entered i.e, left blank or quoted as zero by the Bidder, in such cases no payment will be made to the Bidder by the Owner when executed and shall be deemed to have been covered in other items rates and prices in the Contract. Bidder has to execute all such items at free of cost.

22 Evaluation and comparison of Tenders:

22.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

22.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

a) making any correction for errors pursuant to Clause 24; and

b) Deleted

22.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

22.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender

Evaluation.

22.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer `may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After Evaluation of the price Analysis, the Employer may require that the amount of the performance Security set forth in clause 29 of ITT be increased at the expense of the Successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the Successful Tenderer under the Contract.

F. Award of Contract

23 Award criteria:

23.1 Subject to Clause 27 of ITT, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be

(a) eligible in accordance with the provisions of Clause 2 and Clause 3 of ITT, and

(b) qualified to perform the contract satisfactorily in accordance with the provisions of Clause 3 of ITT. The Owner shall be the sole judge in this regard.

24 Employer's right to accept any Tender and to reject any or all Tenders:

24.1 Notwithstanding Clause No. 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

25 Notification of award and signing of Agreement:

25.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by registered letter. This letter (hereinafter and in the Conditions of Contract called the " **Letter of Acceptance ")** will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause No. 29.

25.3 Deleted.

25.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful and will discharge respective bid security, pursuant to Clause No.13.4.

26 Security deposit /Contract Performance Guarantee:

26.1 Within 20 days of receipt of the **Letter of Acceptance**, the successful Tenderer shall deliver to the Employer a Security Deposit / Contract Performance Guarantee in the form of Bank Guarantee from a Public Sector Indian Bank/ Scheduled Commercial Bank (in the second schedule of the RBI Act-1934) and the Bank should be covered under jurisdiction of Indian laws in the form attached as Annexure-III (Section 4: Formats of Annexures) in favor of the Owner for an amount equivalent to 5**%** of the Contract price, plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the CC (Conditions of Contract), as per the format given in Section 5.

26.2 If the Security deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized /Scheduled Bank.

26.3 Deleted

26.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause No. 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest Money Deposit, besides Blacklisting the firm for a period at the discretion of the Employer.

26.5 The Performance Guarantee shall cover additionally the following Guarantees to the Owner:

a) The Successful Bidder Guarantees the Successful and Satisfactory Operation of the Equipment in the Scope of the Contract, as per the Specifications and Documents;

b) The Successful Bidder further Guarantees that the Equipment provided by him/his sub-Vendors shall be free from all defects in Design, Material and Workmanship and shall upon written Notice from the Owner, fully remedy free of expenses to the Owner, such defects as developed under the normal use of the said Equipment within the period of Guarantee specified in the relevant Clause of the tender documents.

26.6 The Contract Performance Guarantee is intended to Secure the Performance of the entire Contract. However, it shall not to be construed as limiting the “Damages” under Clause entitled "Equipment Performance Guarantee" in Technical Specifications and “Damages” stipulated in other Clauses in the Bid Documents.

26.7 The Contract Performance Guarantee amount shall be unconditional and irrevocable and the amount therein shall be payable to the Owner on demand without any condition whatsoever.

26.8 The cost of complying with the requirements of this Clause shall be borne by the Contractor. The security shall be furnished valid initially till three months after the expiry of the guarantee Period and shall be extended appropriately as guarantee period is extended in accordance with Clause No.10 of SCC & Contract Data Clause-5.

Further the performance security 5% over Contract price covers the items detailed in Clause No.10 of SCC & Contract Data Clause-5, shall be released after the expiry of the guarantee period provided the performance of the equipments found satisfactory.

26.9 The form of the Performance Security shall be as provided in Section:4- Annexure. In the event of any change in the Contract Price, the Performance Security shall be adjusted provided that such adjustment shall be subject to the approval of the Owner. The Performance Security shall be paid to the Owner on first demand without conditions or proof.

26.10 The Performance Guarantee will be discharged without any interest at the end of Guarantee Period.

27 Corrupt or Fraudulent practices:

27.1 The BDA requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, GOK/BDA:

a) Will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

b) Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BDA contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BDA contract.

27.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3 :
QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer : [Attach copy]

Place of Registration : [Attach copy]

Principal place of business :

1.2 Total value of works executed and payments received in the last five years (in Rs. Lakhs) of Lead Bidder & Bidder:

2020-21: --------

2021-22: --------

2022-23: --------

2023-24: --------

2024-25: --------

Note : Attach relevant Certificate/s from Chartered Accountant.

1.3 Quantities of work executed during the last 5 years- (cl. no. 3.2 b-i of ITT):

Particulars	Name of Work with description	Name of Employer	Number of stations established	voltage class	Date of issue of Work award	Date of commencement of work	Date of commissioning of work	Details of Performance certificates	Remarks

Note: The documentary proof of fulfilling the qualifying requirements shall be uploaded along with the bid. The bidder shall upload the Work Done Certificates, Performance Certificates issued by end users not below the rank of Executive/ Divisional Engineer along with the bid.

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender of Lead bidder & Bidder:

(A) Existing commitments and on-going works:

Description of work	Place & State	Contract No & Date	Name and Address of Employer	Value of contract Rs. Lakhs	Stipulated period of Completion	Value of works remaining to be completed (Rs.Lakhs) (Attach Certificates from Engineers –in-Charge)	Anticipated date of commissioning
1	2	3	4	5	6	7	8

(B) **Works for which Tenders already submitted:**

Description of work	Place & State	Name and Address of Employer	Estimated value of works (Rs. Lakhs)	Stipulated period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Note:

i) The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.

ii) self-declaration is to be uploaded by the bidder stating that "the information with regard to assessed available tender capacity (Works on Hand) furnished are correct".

1.5 The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below:- **Not Applicable-**

1.6 Reports on the financial standing of the tenderer such as profit and loss statements and auditor's reports for the last five years; Audited Financial statements ie., Balance sheets, P&L statements, Turnover certificates duly certified by a Chartered Accountant as evidence shall be uploaded.

1.7 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.8 Name, address, telephone number & e-mail id of the Tenderers' bankers who may provide references if contacted by the Employer.

1.9 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause 3.3 (b): Cash in hand, Letter of Credit etc.. List them below and attach certificate from the Banker in the suggested format as under:

BANKER'S CERTIFICATE

This is to certify that M/s. …….. is a reputed company with a good financial standing. If the contract for this work, namely …… (name of the work) is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. …… to meet the working capital requirements for executing the above contract

Sd/-

Name of the Bank, Senior Bank Manger

Address:…….

1.10 Deleted

1.11 Information on Litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.12 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad

calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones – Detailed in section-6 of the Contract Data

FORMATS OF ANNEXURES

ANNEXURES: CONTENTS

1. Form of Tender
2. Proforma of Bank Guarantee for EMD (Bid Security)

3. Proforma of Bank Guarantee for Contract Performance
4. Proforma of Agreement.
5. Power of Attorney
6. Proforma of Line of Credit letter
7. Proforma of Letter of Acceptance
8. Issue of Notice to proceed with the Work
9. Proforma of Indemnity Bond (For Contractor supplied Equipment/ Materials).

ANNEXURE – I

Form of Tender

Description of the Work : **……**
Detailed Scope of work: …….. Tender reference/Bid Enquiry No. **……**

To :

The Executive Engineer, Electrical
Division, T. Chowdaiah Road, Kumara
Park west , , Bengaluru- 560020.
Sir/Madam,

We offer to execute the works described above in accordance with the Conditions of Contract accompanying this Tender with the Contract Price quoted in Item-wise Financial Offer in e-procurement portal.

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

We hereby confirm that this Tender complies with the Tender validity and Earnest Money Deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.
Yours faithfully,
Authorized Signature:

Name & Title of Signatory: _____

Name of Tenderer _____

Address: ----------

GSTIN:

ANNEXURE – II

PROFORMA OF BANK GUARANTEE
FOR EMD/BID SECURITY
(To be stamped in accordance with stamp Act)

The non-Judicial stamp paper should be in the name of issuing Bank.

Ref…….. Bank Guarantee No…..
Date ……

To

Dear Sirs,

In accordance with Invitation to Bid under your Specification No……M/s…….. having its Registered/ Head Office at…… (hereinafter called the Bidder) wish to participate in the said Bid or……and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Guarantee for an amount of Rs.…….Valid up to …… on behalf of Bidder in lieu of the Bid deposit required to be made by the Bidder, as a Condition precedent for participation in the said Bid.

We, the……..Bank at …… having our Head Office at …… (local address) Guarantee and undertake to pay immediately on demand by Bengaluru Development Authority the amount of…… (in words & figures) merely on **demand and** without any reservation, protest, demur and recourse. Any such demand made by said `Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid up to and including ****** If any further extension of this Guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s……on whose behalf this Guarantee is issued.

In witness whereof the Bank, through its authorised Officer, has set its hand and stamp on this ……day of……20 ……at……..

WITNESS:

…… . ……
(Signature) (Signature)

…… ……
(Name) (Name)

…… ……
(Official Address) (Designation with Bank Stamp)

Attorney as per
Power of Attorney No
Date ……..

(******) This date shall be Forty Five (45) days after the last date for which the Bid is valid.

ANNEXURE- III

PROFORMA OF BANK GUARANTEE FOR
SECURITY DEPOSIT/CONTRACT PERFORMANCE

(To be stamped in accordance with stamp Act)

Ref…….. Bank Guarantee No ……..

Date ……..

To,

Dear Sirs,

In consideration of the Bengaluru Development Authority, (hereinafter referred to as the Owner which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having Awarded to M/s…… with its Registered/Head Office at …… (hereinafter referred to as the 'Contractor' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Owner's Letter of Intent to Award the Contract No……..dated…… and the same having been unequivocally accepted by the Contractor, resulting in a Contract bearing No…….. dated……valued at……for ……..(Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful Performance of the entire Contract equivalent to **5% (Five Percent)** of the Contract price, plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 43 of the CC (Conditions of Contract).

We …….. (Name & Address) having its Head Office at ……(hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby Guarantee and undertake to pay, the Owner, merely on demand any and all monies payable by the Contractor to the extent of ……..as aforesaid at any time up to ……..**…… (days/Month/year) without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor.

Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority. The Bank undertakes not to revoke this Guarantee during its currency without previous consent of the Owner and further agrees that the Guarantee herein contained shall continue to be enforceable till the Owner discharges this Guarantee.

The Owner shall have the fullest liberty without affecting in any way the liability of the Bank

under this Guarantee, from time to time to extend the time for Performance of the Contract by the Contractor. The Owner shall have the fullest liberty, without affecting this Guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner,

and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Owner and the Contractor or any other course or remedy or security available to the Owner. The Bank shall not be released to its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act of omission or Commission on the part of the Owner or any other indulgences shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance, without proceeding against the Contractor and notwithstanding any Security or other Guarantee the Owner may have in relation to the Contractor's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs……..and it shall remain in force up to and including ……..and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s…… on whose behalf this Guarantee has been given.

Dated this ……..day of ……20…….at ……..

WITNESS:

……..	……
(Signature)	(Signature)
……	……
(Name)	(Name)
……	……..
(Official Address)	(Designation with Bank Stamp)

Attorney as per Power of
Attorney No ……
Date ……..

NOTE:

** The date will be ninety (90) days after the end of Guarantee Period as specified in the Contract.

1. The stamp papers of appropriate values shall be purchased in the name of issuing Bank.

ANNEXURE- IV

PROFORMA OF "CONTRACT AGREEMENT"

This Agreement made on this ……. between Bengaluru Development Authority having its Office at Kumara Parka West, T Chowdaiah Road, Guttahalli, Bengaluru-560020, India (hereinafter referred to as a "Owner" or BDA which expression shall include its administrators,) on the one part and the . of …….. as a lead bidder and ……. as a bidder (hereinafter called "the Contractor") of the other part.....

1) .....

WHEREAS Bengaluru Development authority is desirous of Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA AND WHEREAS …….. Contractor/Agency had participated in the above referred Bidding referred t o a s … … … therein, which has been accepted by …….. resulting into a "Contract".

NOW THEREFORE THE DEED WITNESSETH AS UNDER:

1.0 Article

1.1 Award of Contract:

BDA has Awarded the Contract to the successful bidder M/s…….. for the Work of Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA , on the Terms and Conditions contained in its Letter of Intent to Award the Contract No …… dated …….. at the tender premium of ……., the contract price amounting to Rs ..... Excluding GST and inclusive of other applicable taxes and the Documents referred to therein. The Award has taken effect from the date of aforesaid Letter of Intent to Award the Contract. The terms and expressions used in this Agreement shall have the same meaning as are assigned to them in the "Contract Document" referred to in the succeeding Article.

2.0 Contract Documents:

2.1 The Contract shall be performed strictly as per the Terms and Conditions stipulated herein and in the following Documents attached herewith (hereinafter referred to as "Contract Document").

i) BDA's Bidding Documents in respect of I n d e n t N o ..... consisting of Tender documents and subsequent Amendments (Corrigendum & Addendum) issued, entitled as ..(Part-I)

ii) BDA's Technical Specification including Amendments issued in related I n d e n t … … … … … … entitled as ..(Part-II)

iii)The Proposals and bindings such as Proposal Sheets, Data Requirement Sheets, Payment Terms, Works Schedules, Power of Attorney, …… entitled as ...(Part-III)

iv) BDA 's Letter of Intent to Award the Contract No …… for a Contract Price

of Rs …… (Exclusive of GST but inclusive of all other applicable taxes) duly accepted by …….. entitled as ..(Part-IV)

v) Quality Plans for Manufacturing and Field activities as per the . agreement and other documents entitled as 'Quality Plan" entitled as. (Part-V)

vi) Contract Activity Chart.. entitled as (Part-VI)

vii) Qualifying Documents submitted by the contractor and Proceedings of the Tender Evaluation Committee entitled as (Part-VII)

All the aforesaid Contract Documents shall form an integral part of this Agreement, in so far as the same or any part conforms to the Bidding Document (Part-I & II) and what has been specifically agreed to by the Owner in his Letter of Intent to Award the Contract. Any matter inconsistent therewith, contrary or repugnant thereto or any deviations taken by the Contractor in its 'Proposal (Part-III) but not agreed to specifically by the Owner stands withdrawn by the Contractor. For the sake of brevity, this Agreement along with its aforesaid Contract Documents shall be referred to as the 'Agreement".

3.0 Conditions & Covenants:

The scope of Work shall also include Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA

Time Schedule, Miles Stone Achievement & PV Clause applicability:

Time is the essence of the Contract, The Time Schedules shall be strictly adhered to and by …….. shall perform the Work in accordance with the agreed Schedule as given in Miles stone chart. The Contractor is wholly obliged to and fully aware of the miles stone achievement.

3.1Quality Plans:

3.1.1 The Contractor is responsible for the proper execution of the BDA approved Quality Plans. The Work beyond the Customer's hold points will progress only with the Owner's consent. The Owner will also undertake Quality surveillance and Quality audit of the Contractor's/Sub-Contractor's Works, systems and procedures and Quality Control activities. The Contractor further agrees, that any change in the Quality Plan will be made only with the Owner's approval. The Contractor shall also perform all Quality activities, inspection and Tests agreed with the Owner as per Standard Operating Procedures issued to demonstrate full compliance with the Contract requirements.

3.1.2 The Contractor shall arrange necessary facilities including transportation to all Joint inspection by the PMC Staff & BDA Officials to attend Quality audit and Quality surveillance of Contractor's Quality systems and manufacturing activities. For all the materials intended to utilize shall be finalized & Approved by the BDA Vendor list, inspection report duly witnessing mandatory tests at factory/production premises is the must. Further the Contractor also agrees to provide the Owner with the necessary facilities. These shall include but not limited to the following:

i) Relevant Plant Standards, Drawing and Procedures.

ii) Detailed Quality Assurance System/ Manuals for Manufacturing activities.

iii) Complete set of Log Sheets mentioned in the Quality Plan.

3.1.3 It is expressly agreed to by the Contractor that the Quality Tests and inspection by the Owner

shall not in any way relieve the Contractor of its responsibilities for Quality Standards and Performance Guarantee and their other obligations under the agreement.

3.1.4 …….. agrees to submit required documents for review & approval by the BDA prior to the procurement activities initiated. Later in the subsequent stages quality Assurance Documents package to be submitted to BDA for review and record after Completion and within 1 week of dispatch of Material. The Package will include the following:

i) Factory Test result/ inspection report for Testing required by this Contract or applicable Codes and Standards.

ii) Two copies of inspection report duly, signed by Quality Assurance Personnel of both BDA and …….. for the agreed Customer hold points.

iii) Report of the rectification Works where and if applicable.

3.2 It is expressly agreed to by the Contractor that the Contract is on single source responsibility basis and the Contractor is bound to perform the total Contract in its entirety and non-Performance of any part or portion of the Contract shall be deemed to be a breach of the entire Contract.

3.3 The Contractor Guarantees that the Equipment under the Contract shall meet the ratings and Performance Parameters as stipulated in the Technical Specifications (Part- II) and in the event of any deficiencies found in the requisite Performance figures, the Owner may at its option reject the Equipment or alternatively accept it on the Terms and Conditions and subject to levy of the Penalties in terms of Contract Documents. The amount of penalties so leviable shall be in accordance with the contract document and the total penalty levied shall not exceed the total contract value.

3.4 It is further agreed to by the Contractor that the Contract Performance Guarantee shall in no way be construed to limit or restrict the Owner's right to recover the Damages/ Compensation due to short fall in the Equipment Performance figures as stated in Para 3.6 above or under any other Clause of the agreement. The amount of Damages/ Compensation shall be recoverable either by way of deduction from the Contract Price, Contract Performance Guarantee, RA Bills and/or otherwise.

3.5 The Contract Performance Guarantee furnished by the Contractor is irrevocable and un-conditional and the Owner shall have the powers to invoke it not withstanding any dispute or difference between the Owner and the Contractor pending before any Court, Tribunal, Arbitrator or any other Authority.

3.6 This agreement constitutes full and complete understanding between the Parties. It shall supersede all prior correspondence. Any modification of the Agreement shall be effected only by a written instrument signed by the authorized Representatives of both the Parties.

4.0 Settlement of disputes:

4.1 It is specifically agreed by and between the Parties that all the differences or disputes arising out of the Agreement or touching the subject matter of the Agreement, shall be referred and settled under the Arbitration Center - Karnataka (Domestic & International) Rules, 2012.

4.2 Notice of Default:

Notice of default given by either Party to the other Party under the Agreement shall be in writing and shall be deemed to have been duly and properly served upon the Parties hereto duly addressed to the signatories at the addresses mentioned herein above.

5.0 Joint/Several Responsibility: (Applicable in case of .)

The Contractor and the . member are severally bound themselves to BDA for the faithful performance of the contract.

IN WITNESS WHEREOF, the Parties themselves/through their duly authorized Representatives have caused this agreement to be executed on_____ at Bengaluru.

The Common Seal of Bengaluru Development Authority was hereunto affixed in the presence of: The Witnesses Signed, Sealed and Delivered by the said Commissioner, Bengaluru Development Authority, Bengaluru, in the presence of Witnesses

Witness:

1.....

2.....

Commissioner
Bengaluru Development Authority
Bengaluru

Witness:

1.....

2.....

1) Contractor

ANNEXURE - V

Format of BANKER'S CERTIFICATE/Line of Credit Letter
(To be issued in letter head of Bank Branch)

Reference Number(Sl.No.)
Place:
Date:
To
[Name and Address of the beneficiary]

This is to certify that Mr./ M/s.…… [name of the customer] having his/ their registered/ administrative office at …….. is a customer of our Bank and is/ are engaged in ……..[nature of activity]. If the said customer is allotted/awarded with …….. (Brief details of works), we may extend credit facilities upto Rs……..Lakh, to meet his/their working capital requirements towards execution of the said

work order as per the Loan Policy of the Bank.

This certificate is valid upto three months from the date of issue, that is up to dd/mm/yy.

Yours Faithfully
Sd/-
Branch Manger
Name of the Bank
Address:……
……..

ANNEXURE - VI

Letter of Acceptance (letterhead paper of the Employer)

_____[date]

To: _____[name and address of the Contractor]

Dear Sirs, This is to notify you that your Tender dated _____ for execution of the _____ [name of the contract and identification number, as given in the Instructions to Tenderers] for the Contract Price of Rupees ——— _____ (_____) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency. You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs.——————— within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in

Para 29.4 of ITT will be taken.
Yours faithfully,
Authorized Signature
Name and Title of Signatory
Name of Agency

ANNEXURE - VII

Issue of Notice to proceed with the work

(letterhead of the Employer)

———— (date) To ———————————————— (name and address of the Contractor) ———————————————— ———————————————— Dear Sirs: Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ———————— 27a Tender Price of Rs.———————— , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,
(Signature, name and title of signatory authorized to sign on
behalf of Employer)

SECTION 5
CONDITIONS OF CONTRACT

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A. Special Conditions of Contract

SECTION 5 - CONDITIONS OF CONTRACT

A. General

1. Definitions:

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.

Compensation events are those defined in Clause No. 38 hereunder.

The Completion Date is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1

Commissioning for Electrical Equipment shall mean Charging the Transmission Line/Station, Transmission Line and Station (as defined in scope of work) at Rated Voltage after Completion of Erection, Testing and Completion of Pre-Commissioning checks.

The Contract is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.

The Contract Data defines the documents and other information which comprise the Contract. The Contractor is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.

The Contractor's Tender is the completed Tender document submitted by the Contractor to the Employer.

The Contract price is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

Days are calendar days; months are calendar months.

Month shall mean the Calendar Month. 'Day' or 'Days' unless herein otherwise expressly defined shall mean Calendar Day or Days of 24 Hours each.

'**A Week'** shall mean continuous period of Seven (7) Days.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects liability/Guarantee period** is the period named in the Contract Data and calculated from the Commissioning Date which shall mean the period during which the Contractor shall remain liable for Repair or Replacement of any defective Part of the Works performed under the Contract.

The **Employer /Owner** is the party who will employ the Contractor to carry out the Works and shall mean BDA, the Bengaluru Development Authority (BDA) and shall include their Legal Representatives, Successors and Assigns.

Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The Initial Contract price is the Contract Price listed in the Employer's Letter of Acceptance.

The Intended Completion Date is the date on which it is intended that the Contractor shall complete the

Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time. Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.

Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.

'Site' shall mean and include the Land and other places on, into or through which the Works and the related facilities are to be Erected or Installed and any adjacent Land, Paths, Street or Reservoir which may be allocated or used by the Owner or Contractor in the Performance of the Contract.

Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.

A **Variation** is an instruction given by the Employer which varies the Works.

Bidder/Tenderer shall mean Prime bidder or Lead bidder or Contractor or Bidder as the case may be.

'Consulting Engineer' shall mean any Firm or Persons duly appointed as such from time to time by the Owner.

'**Works'** shall mean and include supplying of Equipment/Material in the Scope of the Contractor and extending all Services, as per the Specifications and Complete Erection, Testing and Putting into Satisfactory Operation (including Owner Supplied Equipment's/ Materials) including all Transportation, Handling, Unloading and Storage at the Site as defined in the Contract.

The Works are what the Contract requires the Contractor to construct, install, Commission and turn over to the Employer, as defined in the Contract Data.

'Inspector' shall mean the Owner or any Persons nominated by the Owner from time to time, to inspect the Equipment, Stores or Works under the Contract and/or the duly Authorized Representative of the Owner.

Letter of Acceptance shall mean the Official Notice issued by the Owner notifying the Contractor that his Bid has been accepted.

'**Date of Contract'** shall mean the date of Agreement

'Writing' shall include any Manuscript, Type Written, Computer Generated or Printed Statement, under or over Signature and/or Seal, as the case may be.

When the words **'Approved', Subject to Approval', Satisfactory', 'Equal to', 'Proper', 'Requested', 'As Directed', Where Directed', 'When Directed', 'Determined by, 'Accepted', 'Permitted'**, or Words and Phrases of like importance are used, the Approval, Judgment, Direction etc is understood to be a function of the **Owner/Engineer.**

'Test on Completion' shall mean such Tests as prescribed in the Contract to be performed by the Contractor before the Work is taken over by the Owner.

'Start up' shall mean the time period required to bring the Equipment covered under the Contract from an Inactive Condition, when construction is essentially complete, to the state ready for Trial Operation. The Start Up Period shall include preliminary Inspection and Checkout of Equipment and Supporting Sub-System, Initial Operation of the Complete Equipment covered under the Contract to obtain necessary Pre-Trial Operation Data, perform Calibration and Corrective action, Shut Down, Inspection and adjustment prior to the Trial Operation period.

'Initial Operation' shall mean the first Integral Operation of the Complete Equipment covered under the Contract (Including Owner Supplied) with the Sub-System and Supporting Equipment in Service or available for Service.

'**Trial Operation**', **'Reliability Test', 'Trial Run', 'Completion Test',** shall mean the extended Period of Time after the Start up period. During this Trial Operation Period, the Unit shall be Operated over the Full Load Range. The length of Trial Operation shall be as determined by the Engineer, unless otherwise specified elsewhere in the Contract.

'Performance and Guarantee Test 'shall mean all Operational checks and Tests required to determine and demonstrate Capacity, Efficiency, and Operating Characteristics as specified in the Contract Documents.

The term **'Final Acceptance/Taking Over'** shall mean the Owner's written acceptance of the Works performed under the Contract, after successful Commissioning/Completion of Performance and Guarantee Tests, as specified in the accompanying Technical Specification or other-wise agreed in the Contract.

'Guarantee Period'/'Maintenance Period' shall mean the period during which the Contractor shall remain liable for Repair or Replacement of any defective Part of the Works performed under the Contract.

'Latent Defects' shall mean such defects caused by faulty Design, Material or Workmanship which cannot be detected during Inspection, testing etc. based on the Technology available for carrying out such Tests.

'Drawing', 'Plans' shall mean all:

a) Drawings furnished by the Owner/ Consultant as a basis for Bid/ Proposals.
b) Supplementary Drawings furnished by the Owner/ Consultant to clarify and to define in greater detail the intent of the Contract.
c) Drawings submitted by the Contractor with his Bid, provided such Drawings are acceptable to the Owner/ Consultant.
d) Drawings furnished by the Owner/ Consultant to the Contractor during the progress of the Work; and
e) Engineering Data and Drawings submitted by the Contractor during the progress of the Work provided such Drawings are acceptable to the Owner/Consultant.

'Codes' shall mean the following, but not limited to, including the latest Amendments, and/or Replacements if any:

a. Indian Electricity Act, 2003 for further codes and Rules and Regulations made there under.
b. Indian Factory Act, 1948, and Rules and Regulations made thereunder.
c. Indian Explosive Act, 1884, and Rules and Regulations made thereunder.
d. Indian Petroleum Act, 1934, and Rules and Regulations made there under.
e. A.S.M.E. Test Codes.
f. A.I.E.E. Test Codes.

g. American Society of Materials Testing Codes.
h. Standards of the Indian Standards Institution.
i. Other Internationally Approved Standards and/or Rules and Regulations touching the subject Matter of the Contract.

Words imparting the **Singular only** shall also include the **Plural** and vice-versa where the Context so requires.

Words imparting '**Persons**' shall include Firms, Companies, Corporation and Associations or Bodies of individuals, whether incorporated or not.

"Tests on Completion": Means the Tests that are prescribed in the Bidding Documents to be made before Materials are accepted by the Owner.

"Destination": Means the Location where the Goods are specified to be delivered and where they will be accepted by the Owner.

Engineer shall mean the Officer appointed in writing by the Owner to act as Engineer from time to time for the purposes of the Contract.

Engineer means The Executive Engineer, Ele, Electrical Division, BDA, in whose Jurisdiction these Works are involved.

'Engineer's Representative: Mean,

1) Assistant Executive Engineers, Elecl., Electrical Sub Division BDA.
2) Assistant Engineers, Elecl., Electrical Sub Division BDA

The Term '**Services'** means Services Ancillary to the Supply of Goods such as Port Clearance, Transportation and Insurance and any other Incidental Services, such as Civil, Structural and Architectural Works, Erection, Testing and Commissioning and other such obligation of the Contractor covered under the Contract.

'All Equipment and **Materials'** to be supplied shall also mean 'Goods'.

'Constructed' shall also mean 'Erected and Installed'.

"**Contract Agreement"** means the document recording the terms of the Contract between the Owner and the Contractor.

"**Government"** means the Government of India / Government of Karnataka.

'Corrupt practice' means the offering, giving receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

'Fraudulent practice' means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

2. Interpretation:

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority::

1) Detailed Work Award
2) Agreement

3) Letter of acceptance to Award the Contract, notice to proceed with the works
4) Contractor's Tender and the Documents attached thereto including the Letters of Clarifications thereto between the Contractor and the Owner prior to the Award of Contract except to the extent of repugnancy
5) Contract Data
6) Invitations for Tender, Instructions to Tenderers, Conditions of Contract, Special Conditions of Contract, Contractors Bid Proposal Sheets
7) Specifications of the Equipment/ Material to be furnished and Erected under the Contract as brought out in the accompanying Technical Specifications and Data Requirement Sheets.
8) Drawings
9) Bill of Quantities, Literature, Data and Information of any sort given by the Contractor along with his Bid, subject to the approval of the Owner
10) Any other document listed in the Contract as forming part of the Contract.

2.2.2 In the event of any conflict between the above mentioned Documents, the matter shall be referred to the Engineer in charge whose decision shall be considered as final and binding upon the Parties.

2.2.3 the relevant Information/Material furnished by the Contractor such as Specifications of Material/Equipment, Design, Literature, Drawings or any other Data during the course of Contract will become the Property of the Owner and Owner will have full rights to use the same elsewhere.

2.3 Use of Contract Documents and Information:

2.3.1 The Contractor shall not, without the Owner's prior written consent, disclose the Contract, or any provision thereof, or any Specification, Plan, Drawing, Pattern, Sample or Information furnished by or on behalf of the Owner in connection therewith, to any Persons other than a Person employed by the Contractor in the Performance of the Contract. Disclosure to any such employed Persons shall be made in confidence and shall extend only so far, as may be necessary for purposes of such Performance.

2.3.2 The Contractor shall not, without the Owner's prior written consent, make use of any Document or information enumerated in various Contract Documents except for purpose of performing the Contract.

2.3.3 The Contractor shall not communicate or use in Advertising, Publicity, Sales Releases or in any other Medium, Photographs or other reproduction of the Works under this Contract, or descriptions of the Site, Dimensions, Quantity, Quality or other information, concerning the Works unless prior written permission has been obtained from the Owner.

2.3.4 Any Document, other than the Contract itself, enumerated in various Contract Documents, shall remain the property of the Owner and shall be returned (in all copies) to the Owner on Completion of the Contractor's Performance under the Contract, if so required by the Owner.

2.4 Standards:

The Goods supplied under this Contract shall conform to the Standards mentioned in the Technical Specification, and, when no applicable Standard is mentioned, to the authoritative Standard appropriate to the Goods and such Standards shall be the latest issued by the concerned Institution.

3. Law Governing Contract:

3.1 The Law Governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

The laws applicable to the Contract shall be the laws in force in India. The Courts of Bengaluru shall have exclusive jurisdiction in all matters arising under this Contract.

The Contractor shall comply with the laws of the country of manufacture concerning the manufacture of the Goods and the laws of India where the same is to be supplied/utilized.

3.2 **Enforcement of terms:**

The failure of either Party to enforce at any time any of the provisions of this Contract or any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either Party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have under the Contract.

4. Employer's Decisions:

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation:

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications:

6.1 Communications between parties which are referred to in the conditions are effective only when in writing/e-mail. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting: Deleted

8. Other Contractors:

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel:

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by BDA/GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's Risks:

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's Risks:

11.1 The Employer is responsible for the excepted risks which are:

a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor arising from the conduct of the Works; or

b) a cause due solely to the design of the Works, other than the Contractor's design; or

c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

i) Could not have reasonably foreseen; or

ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's Risks:

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances, in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data:

a) For loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

b) For liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

c) For liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

13.6 The Contractor at his Cost shall arrange, secure and maintain all Insurance as may be pertinent to the Works and obligatory in terms of law to protect his interest and

interests of the Owner against all perils detailed herein. The form and the limit of such Insurance as defined herein together with the under-writer in each case shall be acceptable to the Owner. However, irrespective of such acceptance, the responsibility to Maintain Adequate Insurance Coverage at all time during the period of Contract shall be of Contractor alone. The Contractor's failure in this regard shall not relieve him of any of his Contractual responsibilities and obligations. The Contractor shall, however, be authorized to deal directly with Insurance Company or Companies and shall be responsible in regard to maintenance of all Insurance covers. Further the Insurance should be in freely convertible Currency.

13.7 Any loss or Damage to the Equipment during handling, transportation, Storage, Erection, putting into Satisfactory Operation and all activities to be performed till the successful Completion of Commissioning of the Equipment shall be to the account of the Contractor. The Contractor shall be responsible for preference of all Claims and make good the Damages or loss by way of repairs and/or replacement of the Equipment, Damaged or lost. The transfer to title shall not in any way relieve the Contractor of the above responsibilities during the period of Contract. The Contractor shall provide the Owner with copies of all Insurance policies and Documents taken out by him in pursuance of the Contract. Such copies of Documents shall be submitted to

the Owner immediately after such Insurance coverage. The Contractor shall also inform the Owner in writing at least sixty (60) Days in advance regarding the expiry/cancellation and/or change in any of such Documents and ensure revalidation, renewal etc. as may be necessary well in time.

13.8 The perils required to be covered under the Insurance shall include, but not be limited to fire and allied risks, miscellaneous accidents (fixing/Erection risks) Workman compensation risks, loss or Damage in transit, theft, pilferage, riot and strikes and malicious Damages, civil commotion, weather conditions, accidents of all kinds, etc. The Scope of such Insurance shall be adequate to cover the Replacement/ Reinstatement Cost of the Equipment for all risks up to and including delivery of Goods and other Costs till the Equipment is delivered at Site. The Insurance policies to be taken should be on replacement value basis and/or incorporating escalation Clause. Notwithstanding the extent of Insurance cover and the amount of Claim available from the underwriters, the Contractor shall be liable to make good the full replacement/ rectification value of all Equipment/Materials and to ensure their availability as per Project requirements.

13.9 All Costs on account of Insurance liabilities covered under the Contract will be on Contactor's account and will be included in Contract Price. However, the Owner may from time to time, during the pendency of the Contract, ask the Contractor in writing to limit the Insurance coverage, risks and in such a case, the Parties to the Contract will agree for a mutual settlement, for reduction in Contract Price to the extent of reduced Premium amount. The Contractor, while arranging the Insurance shall ensure to obtain all discounts on Premium that may be available for higher Volume or for reason of financing arrangement of the Project.

13.10 All the Equipment and Materials being supplied by the Contractor for the package shall be kept completely insured by the Contractor at his Cost from the time of dispatch from their Works, up to the Completion of Fixing/Erection Testing and Commissioning, trail run and executing Operation and Maintenance for the period of Years at Site and handing over to BDA/BBMP in good working condition as decided by the Engineer incharge of the work.

13.11 Further, it will be the responsibility of the Contractor to lodge, pursue and settle all claims (for all the equipment and materials including Owner supplied items) with the Insurance Company and the Owner shall be kept informed about it. The Contractor shall replace the lost/damaged goods promptly irrespective of the settlement of the claims by the

underwriters and ensure that the work progress is as per agreed schedules. The losses, if any, in such replacement will have to be borne by the Contractor.

13.12 The Clause entitled 'Insurance' under the Section Fixing/Erection Conditions of Contract-ECC covers the additional Insurance requirements for the portion of the Works to be performed at the Site.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall refer site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer. However,

the bidders are advised to compulsorily carry out the walk over survey/route inspection to familiarize with the work before quoting.

15. Queries about the Contract Data:

15.1 The Employer will clarify queries on the Contract Data.

16. Contractor to Construct the Works:

16.1 The Contractor shall execute the Works in accordance with the Specification and Drawings.

17. The Works to be completed by the Intended Completion Date:

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor, as updated with the approval of the Employer, and complete them by the Intended Commissioning Date. The Start Date of work is the Date of Award of the Contract.

17.2 **WORK SCHEDULE:**

17.2.1 The Time and the Date of Completion of the Contract as stipulated in the Contract by the Owner with or without modifications, if any, and so incorporated in the Letter of Award/Letter of Intent (as applicable), shall be deemed to be the essence of the Contract. The Contractor shall so organize his resources and perform his Work as to complete it not later than the date agreed to.

17.2.2 The Contractor shall submit a detailed **Activity Chart acceptable to the owner so as to achieve the predefined milestones (**The Executive Engineer, Elec., Electrical Division, BDA, in whose Jurisdiction these Works are involved), within the time frame agreed, consisting of adequate number of activities covering various key Phases of the Work such as Design, Drawings, Procurement, Manufacturing, Shipment, Receiving of the Owner Supplied Equipment's (if any), and Field fixing/Erection activities within Seven (7) days of the date of Notice of Award of Contract. The Contractor shall submit the approved Activity Chart to Executive Engineer, Elec., Electrical Division Section within Fifteen (15) days from the date of Letter of Intent to Award the Contract.

This Network shall also indicate the Interface facilities to be provided by the Owner and the dates by which such facilities are needed. The Contractor shall discuss the **Chart** so submitted with the Owner and the agreed **Chart** shall form part of the Contract Documents. During the Performance of the Contract, if in the opinion of the Engineer, proper progress is not maintained, Suitable changes shall be made in the Contractor's Operations to ensure proper progress without any Cost implication to the Owner. The Interface Facilities to be provided by the Owner in accordance with the agreed **Chart** shall also be reviewed while reviewing the progress of the Contract.

NOTE: However, the Owner reserves the right to revise the Activity chart in consultation with the successful Bidder in case of early progress of the work w.r.t the approved Activity chart by the Contractor for early completion of work.

17.2.3 Based on the above-agreed Activity Chart, fortnightly reports shall be submitted by the Contractor as directed by the Engineer.

17.2.4 Subsequent to the, finalization of the Chart, the Contractor shall make available to the Engineer a detailed Manufacturing Program, in line with the agreed Contract Activity Chart. Such Manufacturing Program shall be reviewed, updated and submitted to the Engineer once every two Months thereafter.

17.2.5 The Bidder shall include in this **Work Schedule** his program for furnishing Designs, Testing, Supply of Materials (in his Scope), when the Owner Supplied Equipment's to be provided (if any) and Fixing / Erecting the Equipment's and Commissioning covered in the Bid Documents. The Program shall be in the form of **Activity Chart** identifying Key Phases in various areas of the total Works like procurement of Materials and Bought Out items, Testing, Manufacture, deliveries and Field activities. The **Activity Chart** shall confirm to the following Scheduled Commissioning Period reckoned from the Date of Letter of Award/Letter of Intent (as applicable):

"COMMISSIONING PERIOD IS EIGHT MONTHS (8) FROM THE DATE OF LETTER of AWARD THE CONTRACT INCLUDING MONSOON PERIOD"

While preparing the above mentioned Activity Chart, the Contractor may take guidance from the Tentative Dates of various activities indicated in the Technical Specification. The Owner has no objection to modify the intermittent activities without affecting the Final Completion Schedule. However, all the Schedules shall be approved by the Owner.

This **Activity Chart** will be discussed and agreed to before the Award of Contract. It may be required by the Owner to revise the periods indicated above based on the interface requirements of the Project. Such revisions, if made, will be finalized before the Award of Contract. The provisions of Clauses 41.0 and 49.7 Conditions of Contract-CC regarding **Penalty** leviable for delays shall become effective after the dates mentioned above.

17.2.6 After the Award of the Contract, the Contractor Shall Plan the sequence of Work of Manufacture and Erection to meet the dates stated above and shall ensure that all Work / Manufacture, shop Testing and dispatch of the Equipment and Materials is in accordance with the required Construction / Erection sequence.

17.2.7 The provisions of **Penalty** leviable in case of delay in Completion shall become effective after the periods mentioned above for successful Completion of Testing and Commissioning.

17.2.8 Within one Month of Notification of Award, the Contractor shall submit for review and approval, detailed Network Schedules based on **Activity Chart** (mutually agreed by the Owner and Contractor) to the Engineer showing the logic and duration of activities in the following areas:

a) Detailed Engineering, Procurement (including Bought Out Items and Raw Materials), Manufacture, Shop Inspection, Testing, Dispatch and Receipt at Site in case of Equipment's/Materials in the Scope of the Contractor.

b) Detailed Erection and Commissioning activities covering the complete Scope of Work.

c) Inputs required from Owner (including handing over of Owner Supplied Equipment's/Materials to the Contractor) for smooth and timely execution of Contract and also major details / information to be submitted by Contractor for further related Engineering to be done by Owner/ Consultant. These are to be identified in the Net Work based on details finalized during pre- Award discussions.

After approval of the Activity Chart, the Contractor shall submit one reproducible

of the Activity Chart as well as detailed Network with sufficient Nos. of prints as desired by Owner.

17.2.9 Detailed Erection and Commissioning Program including Pre-Erection activities covering Manpower deployment, Tools and Plants Mobilization etc., shall be submitted by Contractor within suitable time as agreed to during Pre- Award discussions.

17.2.10 Detailed Drawing Schedule based on Programs referred above shall be submitted by the Contractor within 15 days' time from the notification of Award, in the format to be specified by the Owner.

17.2.11 Detailed Cash flow in accordance with Terms of Payment and in line with agreed Work Schedule should be submitted within Thirty (30) days after the Award.

17.2.12 The Contractor shall submit to the Engineer, his manufacturing and Delivery Schedules for all Equipment's, within Thirty days (30 days) from the Notification of Award. Such Schedules shall be in line with the detailed Network for all phases of the Work of the Contract. Such Schedules shall be reviewed, up-dated and submitted to the Engineer by the Contractor, once in every two Months thereafter, only for the purpose of Progress Monitoring. Schedules shall also include the Materials and Equipment purchased from outside Suppliers.

17.2.13 The Contractor shall submit to the Owner/Engineer the detailed Bill of Materials, within **45 days** of the Notification of Award. Additions / deletions to the Bill of Materials, during detailed Engineering will also be incorporated in the Bill of Materials within 2 weeks of the approval of the Drawings, if such approval of Drawings necessitates the change.

17.2.14 Within one week of approval of the **Activity Chart**, the Contractor shall forward to the Engineer copies of the Computer Run Data if it be so required. The type of output and number of copies of each type to be supplied by the Contractor shall be determined by the Engineer.

17.2.15 The **Activity Chart** shall be updated at a frequency mutually agreed upon for the purpose of Monitoring. However, for the purpose of identification of Contractors Contractual liability, the agreed **Activity Chart** referred in Clause 17.2.5 shall only be applicable. Monthly review of the Progress and identification of necessary Corrective actions as may be desired by the Engineer. The Meeting will be attended by the Engineer or his authorized Representatives and such responsible Representatives of the Contractor as may be considered necessary by the Engineer. Such Meeting shall be attended by the Contractor's Representatives at the Contractor's own Cost. The Contractor shall be responsible for recording the proceeding of the Meeting(s), a report of which shall reach the Owner or the Engineer not later than seven (7) days after the Meeting (s).

17.2.16 Access to the Contractor's and Sub-Vendor's/ Sub - Contractor's Work shall be granted to the Engineer at all reasonable times for the purpose of ascertaining the Progress.

17.2.17 During execution of the Contract / Manufacture/ Erection / Commissioning, the Contractor shall furnish fortnightly Progress Reports to the Engineer in a Format to be specified by the Engineer indicating the Progress up to the Month as against Scheduled and Anticipated Completion Dates in respect of Activities covered in Programs/ Schedules referred above. If called for by the Engineer, the Contractor shall also furnish to the Engineer Resources Data in the specified Format(s), and Time Schedule(s). The Contractor shall also furnish any other information necessary to ascertain Progress, if called for by the Engineer.

17.3 **Effectiveness of Contract:**

The Contract shall be considered as having come into force from the date of the Notification of **Letter of Award** unless otherwise provided in the Notification of Award.

17.4 Completion of Contract:

Unless otherwise terminated under the provisions of any other relevant Clause, this Contract shall be deemed to have been completed on the expiry of the Guarantee Period as provided for under the Clause No: 10.0 of SCC.

18. Approval by the Employer:

18.1 The Contractor shall submit Specification and drawings showing the proposed Works to the Employer, who is to approve them if they comply with the Specifications and Drawings.

18.2 The Contractor shall be responsible for the design of Works

18.3 The Employer's approval shall not alter the Contractor's responsibility for design of the Works.

18.4 The Contractor shall obtain approval of third parties to the design of third parties to the design of the Works where required.

18.5 All Drawings prepared by the Contractor for the execution of the Works, are subject to prior approval by the Employer before their use.

18.6 All Drawings & Annexures appended to this Bidding Document shall form part of the Technical Specification and supplement the requirements specified.

18.7 The Technical Specification shall be read and construed in conjunction with the Drawings and the Annexures to determine the Scope of Work and Terminal points. **The successful Bidder shall not take up manufacturing of any equipment's/materials and go ahead with the execution of works unless the drawings are approved by the BDA In case there is any discrepancies between the specification and approved drawings, the same shall be brought to the notice of the Owner(BDA) within 15 days** for the clarification.

18.8 The Quantities shown on Drawings and Annexures are tentative for Bidding purpose only. Any variation arising during detailed Engineering stage will be taken into account for adjustment of Contract Price based on Unit Rates quoted in the Bid.

19. Safety:

19.1 The Contractor shall be responsible for the safety of all activities on the Site.

20. Discoveries:

20.1 Anything of historical or other interest or of significant value unexpectedly discovered on the Site is the property of the Employer. The Contractor is to notify the Employer of such discoveries and carry out the Employer's instructions for dealing with them.

21. Possession of the Site:

21.1 The Employer shall give possession of all parts of the Site to the Contractor. If possession of a part is not given by the date stated in the Contract Data, the Employer is deemed to have delayed the start of the relevant activities and this will be Compensation Event.

22. Access to the Site:

22.1 The Contractor shall allow the Employer and any person authorized by the Employer access to the Site, to any place where work in connection with the Contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured/ fabricated/assembled for the works.

23. Instructions:

23.1 The Contractor shall carry out all instructions of the Employer which comply with the applicable laws where the Site is located.

24. Procedure for Resolution of Disputes/ Settlement of disputes:

24.1 If the Contractor is not satisfied with the decision taken by the Employer, the dispute shall be referred by either party to Arbitration within 30 days of the notification of the Employer's decision.

24.2 If neither party refers the dispute to Arbitration within the above 30 days, the Employer's decision will be final and binding.

24.3 The Arbitration shall be conducted in accordance with the arbitration procedure stated in the Special Conditions of Contract.

B. Time Control

25. Program/Activity chart:

25.1 Within the time stated in the Contract Data, the contractor shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all the activities in the works.

25.2 The Employer's approval of the Program shall not alter the Contractor's obligations. The Contractor may revise the Program and submit it to the Employer again at any time for approval. A revised Program is to show the effect of Variations and Compensation Events.

25.3 The basic consideration and the essence of the Contract is strict adherence to the Time Schedule in performing the specified Works.

25.4 The Owner's requirements of Completion Schedule for the Works are mentioned in the Clause No: 17.2 of Conditions of Contract.

25.5 The Completion Schedule as stated in Clause No: 17.2 of Conditions of Contract shall be one of the major factors in consideration of the Bids.

25.6 The Employer reserves the right to request for a change in the Work Schedule during Pre Award discussions with successful Bidder.

25.7 The successful Bidder will be required to prepare detailed **Activity Chart** and finalize the same with the Owner as per the requirement of Clause 17.2 of Conditions of Contract.

26. Extension of the Intended completion Date:

26.1 The Employer shall extend the Intended Completion Date if a Compensation Event occurs or a Variation is issued which makes it impossible for Commissioning to be achieved by the Intended completion Date.

26.2 The Employer shall decide whether and by how much to extend the Intended Commissioning Date within 21 days of the Contractor asking the Employer for a decision upon the effect of a Compensation Event or Variation and submitting full supporting information.

27. Delays ordered by the Employer:

27.1 The Employer may instruct the Contractor to delay the start or progress of any activity within the Works.

28. Management Meetings:

28.1 The Employer may require the Contractor to attend a management meeting. The business of a management meeting shall be to review the progress achieved and the plans for remaining work.

28.2 The responsibility of the parties for actions to be taken is to be decided by the Employer either at the management meeting or after the management meeting and stated in writing to be distributed to all who attended the meeting.

C. Quality Control

29. Identifying Defects:

29.1 The Employer shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Employer may instruct the Contractor to search for a Defect and to uncover and test any work that the Employer considers may have a Defect.

30. Tests:

30.1 If the Employer instructs the Contractor to carry out a test not specified in the Specification to check whether any work has a Defect and the test shows that it does, the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

31. Correction of Defects:

31.1 The Employer shall give notice to the Contractor of any Defects before the end of the Defects Liability Period, which begins after successful Commissioning and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

31.2 Every time notice of a Defect is given, the Contractor shall correct the notified Defect within the length of time specified by the Employer's notice.

32. Uncorrected Defects:

32.1 If the Contractor has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

D. Cost Control

33. Bill of Quantities (BOQ):

33.1 The BOQ shall contain items for the construction, installation, testing, and commissioning work to be done by the Contractor.

33.2 The BOQ is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate as per terms & conditions of the Contract.

34. Variations:

34.1 The Employer shall have power to order the Contractor to do any or all of the following as considered necessary or advisable during the progress of the work by him

a) Increase or decrease of any item of work included in the Bill of Quantities (BOQ)/ Work Award;
b) Omit any item of work;
c) Change the character or quality or kind of any item of work;
d) Change the levels, lines, positions and dimensions of any part of the work;
e) Execute additional items of work of any kind necessary for the completion of the works; and
f) Change in any specified sequence, methods or timing of construction of any part of the work.

34.2 The Contractor shall be bound to carry out the work in accordance with any instructions in this connection, which may be given to him in writing by the Employer and such alteration shall not vitiate or invalidate the contract.

34.3 Variations shall not be made by the Contractor without an order in writing by the Employer, provided that no order in writing shall be required for increase or decrease in the quantity of an item appearing in the BOQ/Work Award so long as the work executed conforms to the approved drawings/Designs.

34.4 The Contractor shall promptly request in writing to the Employer to confirm verbal orders and the officer issuing oral instructions shall confirm it in writing within **30 days**, failing which the work shall be carried out as though there is no variation. In case variation is approved it shall be accompanied by BOQ, failing which the contractor shall be responsible for deviation if any**.** Further, approval of Competent Authority has to be obtained for the variation as per prevailing norms of BDA.

34.5 No Alterations, Additions, Amendments, Omissions, Suspensions or Variations of the Works (hereinafter referred to as 'Variation') under the Contract as detailed in the Contract Documents, shall be made by the Contractor except as directed in writing by the Engineer, but the Engineer shall have full powers, subject to the provisions hereinafter contained, from time to time, during the execution of the Contract, to issue Notice in writing to instruct the Contractor to make such Variation without prejudice to the Contract. The Contractor shall carry out such Variation and be bound by the same conditions as far as applicable as though the said Variations occurred in the Contract Documents. If any suggested Variations would, in the opinion of the Contractor, if carried out, prevent him from fulfilling any of his obligations or Guarantees under the Contract, he shall notify the Engineer thereof in writing and the Engineer shall decide forthwith whether or not, the same shall be carried out and if the Engineer confirms his instructions, the Contractor's obligations and Guarantees shall be modified to such an extent as may be mutually agreed to. Any difference in Cost occasioned by any such variation shall be added to, or reduced from the Contract Price as the case may be.

34.6 In the event of Engineer requiring any Variation, a reasonable and proper Notice shall be given to the Contractor to enable him to Work his arrangement accordingly, and in cases where Goods or Materials are already prepared or any Design, Drawings or Pattern made or Work done requires to be altered, a reasonable and agreed Sum in respect thereof shall be paid to the Contractor.

34.7 In any case in which the Contractor has received instructions from the Engineer as to the requirement of carrying out the Alterations or Additions or Substitute which either then or later on, will, in the opinion of the Contractor, involve a Claim for additional Payment, the Contractor shall immediately and in no case later than thirty (30) days, after receipt of the instructions aforesaid and before carrying out the instructions, advise the Engineer to that effect. But the Engineer shall not become liable for the Payment of any charges in respect of any such Variations, unless the instructions for the Performance of the same shall be confirmed in writing by the Engineer.

34.8 In all the above cases, in the event of a disagreement as to the reasonableness of the said Sum, the decision of the Owner shall prevail.

34.9 Notwithstanding anything stated above in this Clause, the Owner shall have the full power to instruct the Contractor, in writing, during the execution of the Contract to vary the Quantities of the items or groups of items in accordance with the provision of Clause entitled 'Change of Quantity' in clause 35 of Section CC. The Contractor shall carry out such Variations and be bound by the same conditions as though the said variations occurred in the contract documents, however the contract price shall be adjusted in accordance with clause 35 of CC.

34.10 The Contract Price for (i) items for which quantities have been indicated as lumpsum/lot/set and (ii) items for which quantities were to be estimated by the Bidder, including additional items [falling under (i) and/or (ii)] considered necessary by the Bidder for successful completion of the works as per Technical Specification and indicated by him in his Bid shall remain constant unless there is change made in the Scope of Work by the Owner. The quantities and unit prices (a) subsequently arrived while approving the Bill of Quantities (BOQ)/ Billing break-up of lump sum /lot/set quantities and/or (b) quantities

estimated by the Bidder/Contractor shall be for on account payment purpose only. In case additional quantities, over and above the quantities in BOQ/Billing Break-up and or estimated by the Bidder/Contractor, are required for the successful completion of the scope of work as per Technical Specification, the Contractor shall execute additional quantities of these items for which no additional payment shall be made over and above the lump sum Contract Price.

In case quantities of these items supplied at site are in excess of that required for successful completion of scope of work, such additional quantities shall be property of the Contractor and they shall be allowed to take back the same from the site for which no payment will be made for such excess quantities. Further, in case actual requirement of quantities for successful completion of scope of work is less than the quantities identified in the approved BOQ/billing break up and/or estimated by the Bidder/ Contractor, the payment shall be made for the actual quantities utilized for successful completion of the project. It shall be the responsibility of the Bidder to pay all statutory taxes, duties and levies to the concerned authorities for such surplus material which would otherwise have been, lawfully payable. The Bidders shall submit an indemnity bond to keep BDA harmless from any liability before release of such material to the Bidder by BDA.

35. Payments for Variations

35.1 Payment for increase in the quantities of an item in the BOQ up to 25% of that provided in the Bill of Quantities shall be made at the rates quoted by the Contractor.

35.2 For quantities in excess of 125% of the tendered quantity of an item as given in the BOQ, the Contractor shall be paid at the rate entered in or derived from in the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.3 If there is no rate for the additional, substituted or altered item of the work in the BOQ, efforts would be made to derive the rates from those given in the BOQ or the Schedule of Rates (applicable for the area of the work and current at the time of award of contract) and if found feasible the payment would be made at the derived rate for the item plus or minus the overall percentage of the original tendered rates over the current Schedule of Rates prevalent at the time of award of contract.

35.4 If the rates for additional, substituted or altered item of work cannot be determined either as at 35.1 or 35.2 or 35.3 above, the Contractor shall be requested to submit his quotation for the items supported by analysis of the rate or rates claimed, within 7 days.

35.5 If the Contractor's quotation is determined unreasonable, the Employer may order the Variation and make a change to the Contract Price which shall be based on Employer's own forecast of the effects of the Variation on the Contractor's costs.

35.6 If the Employer decides that the urgency of varying the work would prevent a quotation being given and considered without delaying the work, no quotation shall be given and the Variation shall be treated as a Compensation Event.

35.7 Under no circumstances the Contractor shall suspend the work on the plea of non-settlement of rates for items falling under this Clause.

36 Submission of Bills for Payment:

36.1 The Contractor shall submit the bills to the Employer for the value of the work completed less the cumulative amount paid previously.

36.2 The Employer shall check the Contractor's bill and determine the value of the work executed which shall comprise of (i) value of the quantities of the items in the BOQ completed and (ii) valuation of Variations and Compensation Events.

36.3 The Employer may exclude any item paid in a previous bill or reduce the proportion of any item previously paid in the light of later information.

37 Payments:

37.1 Payments shall be adjusted for deductions other than recoveries in terms of contract and taxes, at source, as applicable under the law.

37.2 Items of the Works for which no rate or price has been entered in will not be paid for by the Employer and shall be deemed covered by other rates and prices in the Contract.

37.3 Currency of Payment

All Payments under the Contract shall be in Indian Rupees only.

37.4 Payment Schedule:

The Contractor shall prepare and Submit to the Engineer for approval a breakup of the Contract Price. This Contract Price break-up shall be inter-linked with the agreed detailed **activity chart** of the Contractor setting forth his starting and Completion dates for the various key phases of Works prepared as per condition in Clause 17.2 of Conditions of Contract. Any Payment under the Contract shall be made only after the Contractor's Price break-up is approved by the Engineer.

38 Compensation Events:

38.1 The following are Compensation events unless they are caused by the Contractor:

a) The Employer does not give access to a part of the Site by the Site Possession Date stated in the Contract Data.

b) The Employer orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.

c) The Employer instructs the Contractor to uncover or to carry out additional tests upon work which is then found to have no Defects.

d) The Employer gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.

e) The effect on the Contractor of any of the Employer's Risks.

f) The Employer unreasonably delays issuing a Certificate of Completion.

g) Other Compensation Events listed in the Contract Data or mentioned in the Contract.

38.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the Intended Completion Date, the Contract Price shall be increased and/or the Intended Completion Date is extended. The Employer shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

38.3 As soon as information demonstrating the effect of each Compensation event upon the Contractor's forecast cost has been provided by the Contractor, it is to be assessed by the Employer and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable, the Employer shall adjust the Contract Price based on Employer's own forecast. The Employer will assume that the Contractor will react competently and promptly to the event.

38.4 The Contractor shall not be entitled to compensation to the extent that the Employer's interests are adversely affected by the Contractor not having given early warning or not having cooperated with the Employer.

39. Taxes:

39.1 The rates quoted by the Contractor shall be deemed to be inclusive of all applicable taxes(Exclusive of GST), duties and Levies that the Contractor will have to pay for the performance of this Contract. The Employer will perform such duties in regard to the deduction of such taxes at source as per applicable law.

39.2 The Unit Rates of the items are exclusive of GST as per the GOK Circular :FD417EXP-12/2024 Dated:09.08.2024

1. Liquidated damages

The Contractor shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amountofliquidateddamagesshallnotexceedtheamountdefinedintheContractData.TheEmployer may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages does not affect the Contractor's liabilities.

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correctanyoverpaymentofliquidateddamagesbytheContractorbyadjustingthenextpayment of bill.

40. Cost of Repairs:

40.1 Loss or damage to the Works or Materials to be incorporated in the Works between the Start Date and the end of the Defects Correction periods shall be remedied by the Contractor at the Contractor's cost if the loss or damage arises from the Contractor's acts or omissions.

E. Finishing the Contract

41. Completion:

41.1 The Contractor shall request the Employer to issue a Certificate of Completion of the Works and the Employer will do so upon deciding that the Work is Completion in all respects.

46. TAKING OVER:

The Employer shall take over the Site and the Works within seven days of issuing a certificate of Completion

47 Final Account:

The Contractor shall supply to the Employer a detailed account of the total amount that the Contractor considers payable under the Contract before the end of the Defects Liability Period. The Employer shall issue a Defect Liability Certificate and certify any final payment that is due to the Contractor within 90 days of receiving the Contractor's account if it is correct and complete. If it is not, the Employer shall issue within 90 days a schedule that states the scope of the corrections or additions that are necessary. If the Final Account is still unsatisfactory after it has been resubmitted, the Employer shall decide on the amount payable to the Contractor and make payment within 60 days of receiving the Contractor's revised account.

48 As built drawings and /or Operating and Maintenance Manuals:

a. If "as built" Drawings and/or operating and maintenance manuals are required, the Contractor shall supply them by the dates stated in the Contract Data in both hard and Soft Copy.

b. If the Contractor does not supply the Drawings by the dates stated in the Contract Data, or they do not receive the Employer's approval, the Employer shall withhold the amount stated in the Contract Data from payments due to the Contractor.

49 Termination:

49.1 The Employer may terminate the Contract if the other party causes a fundamental breach of the Contract.

49.2 Fundamental breaches of Contract include, but shall not be limited to the following:

a) The Contractor stops work for 45 days when no stoppage of work is shown on the current Program/Activity Chart and the stoppage has not been authorized by the Employer;

b) Deleted.

c) The Contractor becomes bankrupt or goes into liquidation other than for a

reconstruction or amalgamation;

d) Deleted.

e) The Employer gives Notice that failure to correct a particular Defect is a fundamental breach of Contract and the Contractor fails to correct it within a reasonable period of time determined by the Employer;

f) The Contractor does not maintain a security which is required;

g) The Contractor has delayed the completion of works by the number of days for which the maximum amount of Penalty can be paid as defined in the Contract data; and

h) If the Contractor, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in the executing the Contract.

For the purpose of this paragraph : "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Tenderers (prior to or after Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition."

49.3 When either party to the Contract gives notice of a breach of contract to the Employer for a cause other than those listed under Sub Clause 49.2 above, the Employer shall decide whether the breach is fundamental or not.

49.4 Notwithstanding the above, the Employer may terminate the Contract for convenience.

49.5 If the Contract is terminated the Contractor shall stop work immediately, make the Site safe and secure and leave the Site as soon as reasonably possible.

50 Payment upon Termination:

50.2 If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer shall prepare bill for the value of the work done less advance payments received up to the date of the bill, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the Contract Data. Additional Penalty shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor the difference shall be a debt payable to the Employer.

50.3 If the Contract is terminated at the Employer's convenience or because of a fundamental breach of Contract by the Employer, the Employer shall prepare bill for the value of the work done, the reasonable cost of removal of Equipment, repatriation of the Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the Works and less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract, and less taxes due to be deducted at source as per applicable law and make payment accordingly.

51 Property:

51.2 All materials on the Site, Plant, Equipment, Temporary Works and Works are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

52 Release from Performance:

If the Contract is frustrated by any event entirely outside the control of either the Employer or the Contractor the Employer shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

F. Special Conditions of Contract (SCC)

1 Compliance with Labour Regulations
2 Protection of Environment
3 Labour
4 Arbitration
5 Statutory Clearances and Way leave Scope of
6 proposal
7 Duties and Powers of the Engineer and Engineer's Representatives
8 Terms of Payment Indemnity
9 Bond
10 Defects Liability Period/Guarantee Latent
11 Defect Warranty
12 Certificate regarding acceptance of important conditions General
13 information
14 Taxes, Permits & Licenses
15 Patent Right and Royalties
16 Defense of Suits Limitation of
27 Liabilities Engineer's Decision
28 Sourcing for supply of materials Packing,
29 Forwarding And Shipment
30 Co-Operation with other Contractors and
31 Consulting Engineers No Waiver of Rights
32 Certificate not to affect right of Owner and liability of Contractor Training of
33 Owner's Personnel
34 Progress Reports and Photographs Guarantees,
35 Penalties for Non-Performance Spares
36 Transfer of the Title
Liability for Accidents and Damages Delays by
38 Owner or his Authorised Agents
39 Demurrage, Wharfage, etc
40 Force Majeure Reconciliation of
Accounts Inspection and Tests
Notices
Clearance through Customs Advertising

F. Special Conditions of Contract (SCC)

1. Labour:

The Contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

The Contractor shall, if required by the Employer, deliver to the Employer a return in detail, in such form and at such intervals as the Employer may prescribe, showing the staff and the numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Employer may require.

2. Compliance with Labour Regulations:

During continuance of the contract, the Contractor shall abide at all times by all existing labour enactments and rules made there under, regulations, notifications and bye laws of the State or Central Government or local authority and any other labour law (including rules), regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or the Central Government or the local authority. The Contractor shall keep the Employer indemnified in case any action is taken against the Employer by the competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse, such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor, Employer shall have the right to deduct any money due to the Contractor including his amount of security deposit. The Employer shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor in no case shall be treated as the employees of the Employer at any point of time.

3. Protection of Environment:

The contractor shall take all reasonable steps to protect the environment on and off the Site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods of operation. During continuance of the contract, the contractor shall abide at all times by all existing enactments on environmental protection and rules made there under, regulations, notifications and bye-laws of the State or Central Government, or local authorities and any other law, bye-law, regulations that may be passed or notification that may be issued in this respect in future by the State or Central Government or the local authority.

SECTION 6: CONTRACT DATA

Items marked "N/A" do not apply in this Contract.
The following documents are also part of the Contract:

- The Schedule of Operating and Maintenance Manuals (Clause - 48)
- The Methodology and Program of Construction (Clause - 25)
- Site Investigation Reports (Clause - 14)

Tender Inviting Authority:

Name & Address : The Executive Engineer (Ele), Electrical Division
T. Chowdaiah Road, Kumar Park west,
Bengaluru-560020

Name of authorized Representative : The Executive Engineer (Ele), Electrical Division
T. Chowdaiah Road, Kumar Park west,
Bengaluru-560020

The name and identification number of the Contract:

Tender Enquiry No : (Indent No-BDA/2025-26/EL/WORK_INDENT94)
Providing Differential relays in the Sub Station and Construction of RCC Structure based Steel Tray for Cable passing and shifting of HT/LT lines & DTCs in Block 1,2,3,4 & 5A and near Kodigehalli Substation road at MAR of NPKL, BDA..

Start Date:

The start date shall be the date of issue of Letter of Award of the Contract. (Clause No: 1.1 of Conditions of Contract)

Intended Completion Date:

The Intended Completion Date for the whole of the Works is **4 Months** with the following milestones/ Stages. (Clause No: 17 & 26 of Conditions of Contract)

1) **Site Possession Date:**

The Site Possession Date is from the date of issue of Letter of Award of the Contract.

2) **Site Location:**

The Site is located at: NPKL

3) Taxes and Duties:

Unit Rate/Prices are inclusive of all other applicable Taxes but excluding GST ; The Quoted rates of the contractor shall be the Unit Rates inclusive of all Taxes but excluding GST.

Note: The Unit rate of the items provided in the e-portal are exclusive of GST

All duties, taxes, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer. (Excluding GST)

The date by which "as-built" drawings in 5 sets are required is within 30 days of issue of certificate of completion of Whole or Section of the Work as the case may be. [Clause – 48 of CC].

The amount to be withheld for failing to supply “as built” drawings or supply of Operation and Maintenance Manuals by the date required is Ten Percent (10%) of the Ex-works price as in clause no 8 of SCC.

The following event shall also be fundamental breach of the contract (Clause No: 49.2 of CC):

The contractor has contravened Sub-clause Clause 7.1 and 9 of CC.

The percentage to apply to the value of the work not completed representing the Employer's (Clause No: 50.1 of CC), additional cost for completing the Works shall be as per Clause No: 49.7 & 49.9 of CC. (Clause 50.1 of CC).

SECTION 7:
SPECIFICATIONS

Refer Uploaded Technical Specifications

SECTION 8 DRAWINGS
Refer uploaded Drawings

SECTION 9: BILL OF QUANTITIES

SECTION 10

Format Of Bank Guarantee For EMD & Security Deposit

Refer Section-4 – ANNEXURES